

AG. Con. No.

NR 88-2148-TRD

ECS File: JPA-88-49

Project: F-039-1-506

Section: Fourth St. and
Andy Devine Avenue

LANDSCAPE MAINTENANCE AGREEMENT

ARIZONA PROJECT F-039-1-506

HOOVER DAM-KINGMAN HIGHWAY (U.S. 66)
(Fourth St. & Andy Devine Ave.)
CITY OF KINGMAN, ARIZONA

THIS AGREEMENT, made this _____ day of _____, 1988, pursuant to A.R.S. Sec. 11-951 through Sec. 11-954, by and between the Department of Transportation, Highways Division, an agency of the State of Arizona, thereunto duly Authorized, hereinafter designated Department of Transportation and the City of Kingman, a municipal corporation, acting by and through its City Council, thereunto duly authorized, hereinafter designated as City.

WHEREAS, the City is empowered by A.R.S. Sec. 48-572 to enter into this agreement and acting by and through its City Council, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of the City; and

WHEREAS, it is to the mutual advantage of the Department of Transportation and the City to landscape certain areas within the right-of-way on the Hoover Dam-Kingman Highway (U.S. 66) from centerline roadway station 4+79.85, to centerline roadway station 14+39.00, a net distance of approximately 0.18 miles.

NO.	13294
FILED WITH	SECRETARY OF STATE
Date Filed	9-16-88
	<i>John Schumacher</i> Secretary of State
By	<i>U. Perdue</i>

NOW THEREFORE, it is hereby mutually agreed by and between the Department of Transportation and the City, pursuant to the authority contained in A.R.S. Sec. 28-108 as follows:

1. The Department of Transportation will prepare plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the Department of Transportation, using State funds. Upon completion of the work the City shall reimburse the Department of Transportation 25% of the final construction costs.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right-of-way on the Hoover Dam-Kingman Highway (U.S. 66) for the landscaping between Third Street and Fifth Street from centerline roadway station 4+79.85, to centerline roadway station 14+39.00. Cost shall be a portion of the 25% matching funds and at standard water service rates, all at City expense.

4. The City shall furnish all water for landscape installation during construction phase, and all water hereafter necessary to properly maintain the landscape within the right-of-way on the Hoover Dam-Kingman Highway (U.S. 66) for the landscaping between Third Street and Fifth Street, all as shown on the project plans from centerline roadway station 4+79.85, to centerline roadway station 14+39.00, all at City expense.

5. After construction the City shall maintain the landscaping and irrigation system within the right-of-way on the Hoover Dam-Kingman Highway (U.S. 66) from centerline roadway station 4+79.85, to centerline roadway station 14+39.00.

6. The City shall furnish all electrical power necessary to maintain the landscaping within the right-of-way on the Hoover Dam-Kingman Highway (U.S. 66) from centerline roadway station 4+79.85, to centerline roadway station 14+39.00.

7. The City hereby agrees to maintain the landscaping and irrigation system, in an attractive manner, as it was designed and approved by the Department of Transportation, and the City will not make any changes, additions or deletions without written approval by the Department of Transportation, Roadside Development Services. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic and in conformance with the Arizona Traffic Control Manual.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in A.R.S. Sec. 12-1518 (B) and (C).

9. This agreement shall be filed with the Secretary of State and shall become effective on the date of such filing.

10. Attached hereto are resolutions of the Department of Transportation and the City authorizing both entities to enter into this agreement, and a written determination by the City Attorney of Kingman that this agreement is in proper form and within the powers and authority granted to the City under the laws of this State.

11. The effective date of this agreement shall be upon filing with the Secretary of State and shall remain in full force and effect for a period of ~~five (5)~~ years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of ~~five (5)~~ years unless the parties hereto mutually agree by formal amendment reflected herein to this agreement not less than one (1) month prior to the initial or renewed expiration date.

*one (1)

12. All parties are hereby put on notice that this Contract (Agreement) is subject to cancellation by the Governor, pursuant to A.R.S. Sec. 38-511.

IN WITNESS WHEREOF the parties have executed two copies of this agreement on the day and year herein written.

ARIZONA DEPARTMENT OF TRANSPORTATION

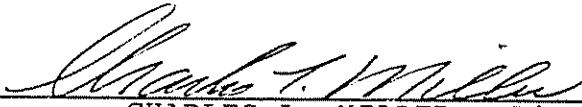
CITY OF KINGMAN, a
municipal corporation

BY Gary K. Robinson
CHIEF DEPUTY STATE ENGINEER

By Carol S. Anderson

RESOLUTION

Be it resolved on this date, July 20, 1988, I, CHARLES L. MILLER, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the CITY OF KINGMAN, acting by and through its CITY COUNCIL enter into the intergovernmental agency agreement for the purpose of entering in a landscape maintenance agreement for certain projects which have been selected by the State and subject to the approval of the City of Kingman as by law required; and request the City to perform certain work and supply necessary materials required to maintain the specified areas in the manner specified in the attached agreement.



CHARLES L. MILLER, Director
Department of Transportation

STATE OF ARIZONA)
 : SS
County of Mohave)

I, Aurathy Selmer, City Clerk of
the City of Kingman, Arizona, do hereby certify that the
following is a true and correct extract of the minutes of the
City Council meeting held July 5, 1988.

In Witness Whereof, I have hereunto set my hand and
affixed the Official Seal of the City of Kingman,
Arizona. Done in Kingman, Arizona this 8th
day of July, 1988.

Aurathy Selmer



City of Kingman

310 NORTH FOURTH STREET • KINGMAN • ARIZONA • 86401 • 602 • 753-5561

EXCERPT FROM THE MINUTES

REGULAR MEETING OF THE COMMON COUNCIL

7:00 P. M.

Tuesday, July 5, 1988

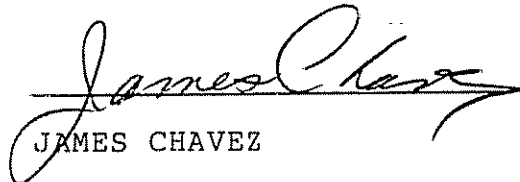
6. Landscape Maintenance Agreement - Project F-039-1-506
--Hoover Dam-Kingman Highway (U.S. 66)--

Sorensen told the Council that this was for the landscaping project downtown on Andy Devine. He said the Agreement needed to be signed so ADOT can go to bid and get the project under construction. He said it was about a \$20,000 project. A motion by Tomlin to approve the Agreement and authorize the Mayor to sign it was seconded by McBrayer, and the members voted unanimous approval.

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 6TH day of July, 1988.


JAMES CHAVEZ
City Attorney

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR88-2148-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of September, 1988.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division